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Attorneys for Plaintiffs and the Certified Subclasses

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

STACIA STINER, et al.,

Plaintiffs,

v.

BROOKDALE SENIOR LIVING, INC., et al.,

Defendants.

Case No. 4:17-cv-03962-HSG

**STIPULATION AND ORDER
REGARDING PLAINTIFFS’
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND BROOKHURST LEASE**

Judge: Hon. Haywood S. Gilliam, Jr.

1 Plaintiffs and Defendants (collectively, the “Parties”), by their undersigned counsel,
2 respectfully stipulate as follows:

3 WHEREAS, the Parties have entered into a class action settlement agreement (the
4 “Agreement”), which is filed on the docket at 1073-1; and

5 WHEREAS, section 4.1 of that Agreement requires Brookdale to make accessibility
6 renovations to Brookdale Brookhurst; and

7 WHEREAS, section 4.14 of the Agreement lays out scenarios that existed when
8 Defendants did not have a lease agreement with the Brookhurst landlord; and

9 WHEREAS, Defendants have now signed a lease with the Brookhurst landlord, which
10 obligates them to make the renovations specified in paragraph 4.1 of the Agreement; and

11 WHEREAS, the landlord refused to name Plaintiffs as third-party beneficiaries to that
12 lease agreement; and

13 WHEREAS, Brookdale is obligated to renovate Brookhurst, according to both the lease
14 and section 4.1 of the Agreement; and

15 WHEREAS, Brookdale has represented to Plaintiffs and this Court that it intends to and
16 shall renovate Brookhurst in accordance with section 4.1 of the Agreement, and shall complete the
17 renovations before Brookdale ceases operating Brookdale Brookhurst;

18 NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED that the sentence on
19 p. 10 lines 9-10 of the Agreement that “Plaintiffs will be designated as a third-party beneficiary to
20 this anticipated agreement, regardless of which option is chosen” is unnecessary and the language
21 will not be enforced by Plaintiffs.

22 IT IS SO STIPULATED.

23 DATED: October 22, 2025

Respectfully submitted,

24 ROSEN BIEN GALVAN & GRUNFELD LLP

25 By: /s/ Gay Crosthwait Grunfeld

26 Gay Crosthwait Grunfeld

27 Attorneys for Plaintiffs and the Certified Subclasses

1 DATED: October 22, 2025

COZEN O'CONNOR

2 By: /s/ Erica Rutner

3 Erica Rutner

4 Attorneys for Defendants

5
6 **ATTORNEY ATTESTATION**

7 Pursuant to Local Rule 5-1(i)(3), I attest that all other signatures listed, in whose behalf
8 this filing is submitted, concur in the filing's content and have authorized the filing.

9
10 By: /s/ Gay Crosthwait Grunfeld

11 Gay Crosthwait Grunfeld

12 **ORDER**

13 IT IS HEREBY ORDERED that, because Brookdale is obligated to renovate Brookdale
14 Brookhurst pursuant to section 4.1 of the parties' Settlement Agreement, has entered into a lease
15 that requires it to complete the accessibility renovations to Brookhurst, and will complete those
16 renovations before Brookdale ceases operating Brookdale Brookhurst, the minor modification to
17 the Class Action Settlement described above does not affect the relief obtained or require further
18 notice to the class.

19 **IT IS SO ORDERED.**

20
21 DATED: 10/24/2025

22 Haywood S. Gilliam, Jr.
Haywood S. Gilliam, Jr.
United States District Judge